# **Terms and Conditions**

These general terms and conditions apply to all offers and orders for digital products offered for sale on www.jazzscripts.com. Using an offer or placing an order (i.e. downloading free or paid products) via the webshop of Jazz Scripts means that you accept these general terms and conditions of sale.

Date of entry into force: 19 April 2018.

### Article 1. Offers, prices and payments

- 1.1 The prices stated for the products and services offered are in euros and include 21% VAT.
- 1.2 The payment of the digital products offered on www.jazzscripts.com takes place online and via the offered payment methods. The product is automatically delivered electronically and after the successful payment via email.
- 1.3 With the placement of an order and the payment of a digital product, the buyer enters into a final purchase agreement with Jazz Scripts. The terms of this agreement are available on Jazz Scripts before and at the time you order a product. You must also accept these conditions during the ordering process.
- 1.4 A definitive agreement gives the buyer the non-exclusive and non-transferable right for the use of the digital products. Intellectual property law and legal authorship remain with Jazz Scripts at all times.

### **Article 2. Intellectual property rights**

- 2.1 All intellectual property rights concerning digital products, both in their entirety and in parts, remain undiminished property of Jazz Scripts. You undertake to refrain from any action that infringes the intellectual property right.
- 2.2 Jazz Scripts guarantees that the digital products supplied to you do not infringe any intellectual property right of third parties.

## Article 3. Liability and responsibility

- 3.1 Jazz Scripts is not liable for damage that may arise from the use of the products in question.
- 3.2 Correspondence and / or delivery takes place via email and internet. You are responsible for providing the correct (email)address to Jazz Scripts. You are also responsible for correctly setting up your PC and any existing programs such as firewalls, spam filters and virus scanners, so that you can receive messages and digital products sent to you.

# Article 4. Copyright and unauthorized use of downloads

4.1 Copyright exists on the digital products of Jazz Scripts. It is therefore not permitted to copy and / or distribute the purchased digital products and / or commercially exploit them.
4.2 It is not allowed to make "derivative works" by modifying the downloads and then distributing them or exploiting them commercially.

#### Article 5. Cancel order

5.1 There is no right of return on digital products of Jazz Scripts. Canceling orders that have already been executed and delivered is not possible for this reason.

#### **Article 6. Miscellaneous**

- 6.1 If one or more of the provisions of these Terms and Conditions conflict with any applicable law, the provision in question will lapse and will be replaced by a new, comparable provision to be determined by Jazz Scripts.
- 6.2 Only Dutch law applies to these terms and conditions.
- 6.3 All disputes between parties will only be submitted to a competent court in the Netherlands.